

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant The Moffett Group 1801 18th Street, NW, Ste. 9 Washington, DC 20009		2. Registration No. 5802
3. Name of Foreign Principal The Government of the Republic of Malawi, through The Whitaker Group Inc.	4. Principal Address of Foreign Principal Private Bag 301 Capital City Lilongwe, Malawi	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association</div><div><input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (<i>specify</i>) _____</div></div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant Office of the President and Cabinet b) Name and title of official with whom registrant deals Steven Matenje, Ambassador Extraordinary and Plenipotentiary of Malawi to the United States		
7. If the foreign principal is a foreign political party, state: a) Principal address b) Name and title of official with whom registrant deals c) Principal aim		

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
April 11, 2012	Anthony Moffett, Chairman	/s/ Anthony Moffett
		eSigned

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Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

The Moffett Group, LLC

2. Registration No.

5802

3. Name of Foreign Principal

The Government of the Republic of Malawi, through The Whitaker Group Inc.

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Representation of the Government of the Republic of Malawi before the US Congress, the Administration, and other entities in order to build partnerships, promote US-Malawi relations, enhance the economic and social goals of the country, and increase awareness of issues of interest to Malawi in the US.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will facilitate visits to the US, educate and converse with US Government offices, facilitate meetings with stakeholders including US civil society organizations and the US Government, and will help to build partnerships in key development-oriented sectors.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will support meaningful engagement with key stakeholders, including Congressional and Administration officials in the US, with the aim of educating and promoting positive dialogue on US trade and development policies affecting the people of Malawi.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 11, 2012	Anthony Moffett, Chairman	/s/ Anthony Moffett eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

STRATEGIC SERVICES SUBCONTRACTING AGREEMENT

THIS AGREEMENT entered this 11th day of April (hereinafter referred to as the "Agreement") by and between The Whitaker Group, INC., a company organized and existing pursuant to the laws of the District of Columbia, having as its principal place of business located at 1133 21st St NW # 405 Washington, DC 20036 (hereinafter referred to as "TWG" and The Moffett Group L.L.C., a limited liability corporation organized and existing pursuant to the laws of the District of Columbia, having as its principal place of business located at 1801 18th St. NW Unit 9, Washington, DC, 20009 (hereinafter referred to as the "TMG").

WHEREAS, TMG provides expert personnel and services in the government affairs area,

WHEREAS, TMG has expertise in representation of foreign governments in the United States;

WHEREAS, TWG provides expert consulting services in connecting U.S. companies with potential business opportunities in Africa as well as public affairs and strategic counsel for foreign governments and businesses;

WHEREAS, TWG currently represents the Government of Malawi (hereinafter referred to as "MALAWI"), and seeks assistance in stakeholder engagement, investment promotion, and partnership building in key development-oriented sectors for MALAWI;

WHEREAS, TWG believes that TMG possesses the ability and skills to assist in this important effort, and,

WHEREAS, the parties desire to enter into an agreement whereby TMG will serve as subcontractor to TWG in working to advance the economic and social goals of MALAWI in the United States.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

Section 1. Engagement of TMG. Subject to the terms and conditions of this Agreement, TWG hereby engages TMG as an independent contractor to perform the services set forth herein, and TMG hereby accepts such engagement.

Section 2. TMG's Duties, Term, and Compensation for Services. TMG's duties, term of engagement and compensation provisions are set forth in Schedule A attached hereto and made a part hereof.

Section 3. Conflicts of Interest. TMG represents that TMG is free to enter into this Agreement and that this Engagement does not violate the terms of any agreement between TMG and any third party. During the term of this Agreement, TMG shall devote as much of TMG's productive time, energy and abilities to the performance of TMG's duties hereunder as is necessary to perform the required duties in a timely and productive manner. TMG is expressly free to perform

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services for other parties while performing services for TWG that do not directly conflict with TWG's assignment.

Section 4. Merger or Change of Control. This Agreement shall not be terminated by the merger or consolidation of The Moffett Group into or with any other entity or some other change of control of The Moffett Group as long as Anthony Moffett remains principally responsible for performance of the services pursuant to this Agreement; provided however that TWG shall be entitled to notice of such merger, consolidation or change of control at least 45 business days prior to its effective date.

Section 5. Termination. TWG may terminate this Agreement at any time without cause by delivering 30 business days' written notice to TMG.

Section 6. Compliance with Laws and Regulations.

- (a) The services to be rendered pursuant to this Agreement will require registration by TMG pursuant to the various lobbying statutes and regulations applicable to the Legislative and Executive branches of government, including the Foreign Agents Registration Act (FARA). As such, TMG shall be responsible for any such registration requirements.
- (b) This Agreement and the services to be rendered hereunder shall also be subject to the Foreign Corrupt Practices Act ("FCPA") and all other applicable anti-bribery and anti-corruption laws. As such, TMG shall be responsible for compliance with such laws.

Section 7. Non-Solicitation. During the term of this Agreement and for a period of two (2) years after this Agreement is terminated, no party hereto (including any affiliate thereof) shall directly or indirectly, either as proprietor, stockholder, partner, member, officer, director, employee or otherwise, solicit, entice, hire, persuade, or induce any individual who was, at the time of this Agreement is an employee, independent contractor or consultant of or to the other company, to terminate or refrain from renewing or extending his, her, or its employment or engagement with the other company, or to become employed by or to enter into contractual relationships with the other company. In addition, no party hereto (including any affiliate thereof) shall authorize or knowingly cooperate, either overtly or tacitly, with such conduct as described in this Section 7 performed by any other person or entity.

Section 8. Non-Disclosure and Non-Circumvention

- (a) No party hereto (including any affiliate thereof) shall in any manner nor through any medium disclose Restricted Information (as defined below) to any person who is not a party hereto (such persons herein referred to as "Third Persons" or "Third Parties") unless each party hereto has, either orally or in writing, consented to such disclosure. In addition, while a party hereto possesses Restricted Information, that party shall take all

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reasonable measures necessary to prevent any inadvertent disclosure of Restricted Information to Third Persons.

- (b) Any disclosure of Restricted Information by TMG (including any affiliate) to Third Parties shall be for the exclusive benefit of the parties hereto, jointly, and not severally, and TMG shall not use, and shall take reasonable measures so that Third Parties do not use, Restricted Information to circumvent the business opportunities of TWG with respect to MALAWI, and shall not be complicit in any circumvention by any such Third Parties.

For purposes of this Agreement, "Restricted Information" means any information concerning MALAWI (including any tangible embodiments thereof) used in a party's business that is disclosed by one party to the other, developed by one party for the other using Restricted Information, or that one party otherwise has access to while on the premises of the other party, in any form or manner, or while in communication with the other party. Restricted Information also includes information received from Third Parties (as defined in Section 7) to the same extent it includes information developed by or for the recipient party in connection with MALAWI. Notwithstanding the foregoing, "Restricted Information" shall not include information that: (i) can be demonstrated to have been in party's possession before receipt from the other party; or (ii) becomes a matter of public knowledge not due to disclosure by the receiving party.

Section 9. Indemnification. In the event of any breach of Section 7 or Section 8 of this Agreement, such party responsible for the breach shall be obligated to indemnify the other party hereto with respect to all costs and expenses arising out of (i) any claim or action by the party alleging such breach and/or (ii) in the case of Section 8, any action taken by the party alleging such breach to halt (A) the exploitation of Restricted Information by the breaching party or a Third Person and/or (B) the circumvention of a business opportunity with MALAWI.

Section 10. Independent Consultant. This Agreement shall not render TMG an employee, partner, agent of, or joint venturer with TWG for any purpose. TMG is and will remain an independent contractor during TMG's relationship to TWG. TWG shall not be responsible for withholding taxes with respect to the TMG's compensation hereunder. TMG shall have no claim against TWG hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

Section 11. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and its successors, and assigns.

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Section 12. Choice of Law. The laws of the District of Columbia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

Section 13. Arbitration. Any controversies relating to or arising out of the terms of this Agreement or its interpretation shall be settled in the District of Columbia in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive, and binding on the parties to the arbitration. The parties shall each initially pay one-half of the administrative and arbitrator's compensation and other costs and expenses of such arbitration; provided, however, that such costs shall be subject to the indemnification obligations, if applicable, as set forth in Section 9. In addition, subject to indemnifications obligations set forth herein, the arbitrator shall be empowered to award such costs against any party or divide the costs amongst the parties, as well as attorney's fees and expenses incurred in connection with such arbitration.

Section 14. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.

Section 15. Waiver. No waiver of any of the provisions or conditions of this Agreement, nor any of the rights of a party hereto, shall be effective or binding unless such waiver is in writing and signed by the party against whom the waiver is claimed. The waiver by one party hereto of the breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver and shall not be deemed to be a waiver of any other condition or subsequent breach of the same. No forbearance by either party to seek a remedy for any noncompliance or breach by the other party shall be deemed to be a waiver by the other party of its rights and remedies with respect to such noncompliance or breach.

Section 16. Assignment. Subject to rights conferred on TMG pursuant to Section 4, TMG shall not assign any of TMG's rights under this Agreement, or delegate the performance of any of TMG's duties hereunder, without the prior written consent of TMG.

Section 17. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, simultaneously with a copy emailed to the party receiving the notice. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

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If to TMG:

Anthony Moffett
The Moffett Group LLC
1801 18th St. NW, Unit 9
Washington, DC 20009

If to TWG:

Aubrey Hruby
The Whitaker Group
1133 21st St. Suite 405
Washington, DC 20009

Any party hereto may change its address for purposes of this paragraph by written notice stating such party's new address. Commencing on the tenth day after the giving of such notice, such newly designated address shall be the party's address for the purpose of all notices or communications required or permitted to be given pursuant to this Agreement.

Section 18. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

Section 19. Entire Understanding. This document and any exhibit attached hereto constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

Section 20. Warranties as to the Capacity of TWG and TMG. Pursuant to the terms of this Agreement, TWG and TMG warrant that their respective signatories to this Agreement have full authority to execute this Agreement on behalf of their respective companies and to bind such parties.

Section 21. Unenforceability of Provisions. In the event any provision of this Agreement, or any portion thereof, is held by a court of competent jurisdiction or arbitral body to be invalid, void, or unenforceable, then the remainder of this Agreement and/or portion of such provision, as applicable, shall nevertheless remain in full force and effect. If the scope of any covenant contained in this Agreement is too broad to permit enforcement to its full extent, such covenant shall be enforced to the maximum extent permitted by law. TMG hereby agrees that such scope may be judicially modified accordingly in any action or proceeding brought to enforce such covenant.

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IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

THE WHITAKER GROUP, INC.


Aubrey Draby
Managing Director

THE MOFFETT GROUP L.L.C.


Anthony Moffett
Chairman

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SCHEDULE A

DUTIES: TMG's services shall be as directed by the Managing Partner of The Moffett Group during the term of this Agreement to work with TWG to develop an active stakeholder engagement, investment promotion and partnership building program on behalf of MALAWI.

TERM: This Engagement shall be for three (3) months. The initial term shall commence April 1, 2012 and shall continue in full force and effect through June 30, 2012.

COMPENSATION: TMG shall be compensated through a monthly retainer of \$6,000 per month, plus reasonable and pre-approved expenses, to be paid by TWG upon execution of this Agreement. If the event that travel or other considerable expenses are incurred, they shall be agreed upon ahead of time by TWG.

Should Anthony Moffett, in his role as Chairman of TMG, travel to MALAWI for meetings during the term of this Agreement, TMG shall receive an additional \$2,000 retainer from TWG, to be paid on the first day of the month in which such travel occurs. In addition, any pre-approved expenses for such a trip, including but not limited to air travel and hotel accommodations, shall be paid for in advance.